

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO S1	PAGE OF PAGES 1   48
2. CONTRACT NO. F42650-02-D-0001		3. SOLICITATION NO. F42650-01-R-A328	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 May 2001	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY OO-ALC/PKOS C/O CATHY REUTHER 6038 ASPEN AVE B1289 NE 801 775-2377 HILL AFB UT 84056-5805			CODE FA8201	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE  TEL: FAX:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME CATHY REUTHER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 801-775-2377	C. E-MAIL ADDRESS cathy.reuther@hill.af.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR DEAN BALDWIN PAINTING INC BARBARA BALDWIN 15560 OCEAN BREEZE LANE WELLINGTON FL 33414		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  BARBARA BALDWIN / CHIEF FINANCIAL OFFICER	
15B. TELEPHONE NO (Include area code) 305 945-1666	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$153,562.80 EST	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) OO-ALC/PKOS C/O SUSAN JONES 6038 ASPEN AVE B1289 NE HILL AFB UT 84056-5805		CODE FA8201	25. PAYMENT WILL BE MADE BY DFAS SB/FPA 1111 E MILL ST SAN BERNARDINO CA 92408-1621		CODE F72300
26. NAME OF CONTRACTING OFFICER (Type or print) RICHARD L. PIERCE		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE 04-Dec-2001

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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DEAN BALDWIN PAINTING INC***DRAFT*****CLAUSES AND PROVISION**

- (a) Clauses and Provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Sections K, L and M will be physically removed from any resultant award. Section K will be deemed to be incorporated by reference in that award.

**Request for Proposal history summary**

Original Solicitation Number F42650-00-R-A291

Amendment F42650-00-R-A291/0005 replaced in its entirety with F42650-01-  
**R-A328**

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SECTION C Descriptions and Specifications

**FINAL INSPECTION AND ACCEPTANCE/CERTIFICATE OF SERVICE**

Contractor shall at the time of Purchase/Delivery Order shall furnish to the government a material inspection and receiving report see Final Inspection and Acceptance to be performed by: See DFARS Clause 252.246-7000  
DCMC Phoenix  
40 N. Central Ave  
Phoenix, AZ

DCMC shall immediately submit a certificate of service as follows:

- 1) Original and one (1) copy to address shown in Block 25 of the SF33.
- 2) One copy to the address in Block 24 of the SF33.

**BILLING PROCEDURES**

See submittal of invoices.

**SUBMITTAL OF INVOICES**Contractor shall submit invoices for payment as follows: **MONTHLY****1) Invoice must show as a minimum:**

- (A) Name and address of the contractor
- (B) Invoice number and date
- (C) Contract number/Purchase order number
- (D) Indicate which line item number each charge is invoiced for
- (E) Prompt payment discount offered if any
- (F) Description, quantity, unit of measure, unit price and extended price
- (G) For estimated orders or where contractor will bill on actual costs for parts, materials, labor hours, or other expenses, reimbursement shall be made at list price and a copy of a catalog or price sheet must be furnished with the invoice as well as any other supporting price documentation.
- (H) If FOB is origin, list shipping costs on a separate line
- (I) Indicate whether invoice is final or partial

**2) Provide four (4) copies of invoices to:**

- (A) Original and one (1) copy to the address shown in block 25 of the SF33.
- (B) One (1) copy to the address shown in block 24 of the SF33.
- (C) One (1) copy to OO-ALC/LAOE, John Minnoch,  
5875 Southgate Avenue  
Hill AFB, UT 84056

\*\*\*\*\*REMIT AS PER INVOICE\*\*\*\*\*

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***DRAFT***

NOTICE: IN NO EVENT WILL THE CONTRACTOR EXCEED THE TOTAL AMOUNT OF THIS PURCHASE/DELIVERY ORDER WITHOUT PRIOR APPROVAL OF THE ADMINISTRATIVE CONTRACTING OFFICER. EXCEEDING THE TOTAL AMOUNT OF THIS ORDER WITHOUT APPROVAL COULD RESULT IN NON-PAYMENT FOR THE AMOUNT EXCEEDED. FOR APPROVAL, IF REQUIRED, CONTACT THE CONTRACT ADMINISTRATOR IDENTIFIED IN BLOCK 24 OF THE SF33.

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SECTION D Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE:

5352.247-9005 Shipping Container Marking(AFMC)

SEP 1998

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SECTION E Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS**For all purchase/delivery orders shall be at **Origin** unless otherwise specified in the order.Origin contractor's facility:  
Dean Baldwin Painting, Inc  
82 Earl Cummings Loop West Bldg 1083  
Roswell, NM 88203-8446

And inspected by the Local government DCMA office.

5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (OMB NO. 0704-0248) (AFMC) (JUL 1997)

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

- (1) Forward the purchasing office copy to:
- See block 24 of the contract award SF33.**

**Department of the Air Force  
Contracting Directorate/Bldg 1289 NE  
OO-ALC/PKOS/6038 Aspen Avenue  
Hill Air Force Base, UT 84056-5805**(2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to: **(Only applicable if called out in the Task order).**

- (3) Additional distribution of DD Forms 250 is to be made to the following address(es):
- (Only applicable if called out in the Task Order).**

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination.

(c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, Material Inspection and Receiving Report, Special Distribution, shall be forwarded to the "ship to" address designated in the contract.

DMCA Preaward Survey was completed on 21 Sep 2001, recommendation complete award.  
Some minor modifications will be necessary. DCMA will complete a post award survey 28 through 30 Nov, 2001.  
This is to ensure all facility and program improvements have been made prior to delivery of the first aircraft.

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## CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
5352.246-9002	Correction of Supplies Accepted with Deficiencies(AFMC)	JUL 1997
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (Jan 1986) - Alternate I	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

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## SECTION F Deliveries or Performance

## DELIVERY INFORMATION

## PERIOD OF PERFORMANCE

AWARD DATE THROUGH 31 SEP 02 (LINE ITEMS 0001 THROUGH 0011)

OPTION YEAR I	01 OCT 02 THROUGH 30 SEP 03	(LINE ITEM 0101 THROUGH 0111)
OPTION YEAR II	01 OCT 03 THROUGH 30 SEP 04	(LINE ITEM 0201 THROUGH 0211)
OPTION YEAR III	01 OCT 04 THROUGH 30 SEP 05	(LINE ITEM 0301 THROUGH 0311)
OPTION YEAR IV	01 OCT 05 THROUGH 30 SEP 06	(LINE ITEM 0401 THROUGH 0411)

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984
5352.247-9000	Commercial Bill of Lading Shipments - Carrier's Rates(AFMC)	JUL 1997
52.211-17	Delivery of Excess Quantities	SEP 1989
52.247-30	F.O.B. Origin, Contractor's Facility	APR 1984
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984
52.247-57	Transportation Transit Privilege Credits	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

5352.247-9017 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (AFMC) (SEP 1998)

The f.o.b. point for delivery of Government-furnished property, as defined in FAR 52.247-55, F.o.b. Point for Delivery of Government-Furnished Property, shall be:

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SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

CONTRACT FUNDING DATA

COST CODE

CLAUSES INCORPORATED BY REFERENCE:

5352.232-9000 REMITTANCE ADDRESS

MAY 1996

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## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

5352.228-9001	Insurance Clause Implementation(AFMC)	JUL 1997
52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.216-8	Fixed Fee	MAR 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984

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52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-10	F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-9 (Dev)	Use and Charges (Deviation)	APR 1984
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.228-7001	Ground And Flight Risk	SEP 1996
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 00)	DEC 2000

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Alt I	Alternate I	
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	MAR 2000
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Alt I Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-1	Disputes	DEC 1998
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.215-7000	Pricing Adjustments	DEC 1991

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252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:  
Substance Application/Use Quantity (lbs)

**NONE**

(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

## 5352.245-9000 GOVERNMENT-FURNISHED PROPERTY (GFP) (AFMC) (JUL 1997)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. **ORIGIN**, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

<u>ITEM NR</u>	<u>NSN</u>	<u>NOUN</u>	<u>PART NO</u>	<u>QTY</u>	<u>DELIVERY DATE</u>
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NSN 7540-01-152-8057

50336-101

 OPTIONAL FORM 336A (4-86)  
 Sponsored by GSA  
 FAR (48 CFR) 53.110

NAME OF OFFEROR OR CONTRACTOR  
DEAN BALDWIN PAINTING INC***DRAFT***

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of award** through **30 Sep 2006**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Aircraft**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **5 Aircraft**;

(2) Any order for a combination of items in excess of **20 Aircraft**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **15** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 Sep 2006**.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

(End of clause)

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed as **authorized by the ACO.**

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

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(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

Painter	WG4102-9	\$18.49
Stripper	WG8852	\$17.40

(End of clause)

## 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_."

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## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfar1toc.htm>

[http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/AF\\_AFMC/affars/affar1toc.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/AF_AFMC/affars/affar1toc.htm)

[http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/AF\\_AFMC/afmcfars/afmc1toc.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/AF_AFMC/afmcfars/afmc1toc.htm)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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## SECTION J List of Documents, Exhibits and Other Attachments

## Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	ApxB	2	NOV-27-2001
Attachment 2	ApxA	Index, page 2-17	NOV-27-2001
Attachment 3	Statement of Work	1-38	NOV-27-2001
Attachment 4	Wage Determination	7	NOV-27-2001